

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re: ) Case No. \_\_\_\_\_  
 )  
 ) CHAPTER 13 FLAT FEE  
 ) AGREEMENT  
Debtor(s) )

The undersigned debtor (hereinafter referred to as “debtor”) hereby enters into an agreement with the undersigned attorney (hereinafter referred to as “attorney”) whereby the attorney will provide legal services in representing the debtor in a Chapter 13 bankruptcy proceeding in the United States Bankruptcy Court for the Eastern District of Washington and the parties agree as follows:

1. Debtor agrees to:

Provide the attorney with complete and accurate information as requested by the attorney;

Provide copies of pay stubs for the sixty-day period immediately preceding the filing of the petition as well as any other documents requested by the attorney, such as tax records, pay records, and security documents;

File with appropriate taxing authority all tax returns for all taxable periods for the four-year period ending on the day of the filing of the petition for relief;

Promptly respond to requests by and cooperate with the attorney;

Complete creditor counseling and debtor education classes; and

Attend the meeting of creditors and any other meetings or hearings at which debtor’s presence is required, or requested by the attorney.

2. Legal Services Included

Attorney agrees to provide all ordinary, necessary and reasonably foreseeable legal services related to the Chapter 13 bankruptcy, which shall include the following:

Preparation and filing of the petition for relief under Chapter 13 of the Bankruptcy Code, schedules, statements of affairs, Chapter 13 Plan and associated local forms, along with modifications, amendments or supplements, statement of current monthly income and calculation of commitment period and disposable income (means test Form B22C(Chapter 13)), filing certificate of pre-filing counseling, filing evidence of income from employment

as required by statute, and filing certificate of pre-discharge education, and preparing and filing prior to confirmation a certification that the debtor is current in all post-petition support obligations and filed all applicable and required federal, state and local tax returns and filing prior to discharge a certification regarding domestic support obligations as provided in 11 USC 1328(a);

Representation at the Meeting of Creditors or Examinations held pursuant to FRBP 2004; filing motion and statement in support of confirmation; and appearance at initial confirmation hearing, if required;

Responding to and resolving common and foreseeable issues and objections to include but not be limited to objections to confirmation, motions for relief from the automatic stay, assumption or rejection of unexpired leases or executory contracts, valuation of collateral, pre-confirmation adequate protection payments, income directives, objections to proofs of claim, tax refunds and bonuses, license reinstatements and post petition repossessions and garnishments, requests from the office of the United States trustee and routine motions to dismiss;

In business cases, assisting in the preparation and filing of required financial reports.

3. Debtor agrees to pay legal fees and filing fees as follows:

- a. An agreed flat fee of \$ \_\_\_\_\_ for the legal services and associated expenses set out in paragraph (2) above, and filing fees of \$ \_\_\_\_\_.
- b. A retainer of \$ \_\_\_\_\_, which will be deposited in the attorneys trust account. Of that retainer, \$ \_\_\_\_\_ will be transferred from the trust account to the attorney as fully earned upon the filing of the petition. Except as noted in paragraph (5) below, any further transfers from the trust account will only occur after confirmation of the plan. The balance of \$ \_\_\_\_\_ remaining between the agreed flat fee of \$ \_\_\_\_\_ and the retainer paid of \$ \_\_\_\_\_ will be paid from monies paid to the Chapter 13 trustee and in accordance with the Chapter 13 plan.
- c. Additional fees for legal services not included in those set out above, and for which the attorney may submit a supplemental application, before or after confirmation, for such services in accordance with local rules and that if the fees are approved they will be paid from monies paid to the Chapter 13 trustee and in accordance with the Chapter 13 Plan. Additional fees will be on an hourly rate basis of \$ \_\_\_\_\_ per hour.

4. It is understood that by agreeing to a flat fee, the attorney need not keep detailed time records, and that if the case is dismissed, before or after confirmation of the plan, that payment of the balance of the flat fee agreed to is the responsibility of the debtor, but if the case is converted to a case under Chapter 7, any fees remaining due and owing are payable to the attorney only if reaffirmed by the debtor in accordance with section 524(c) of the Bankruptcy Code.

5. Special Provisions:

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6. It is agreed that a copy of this flat fee agreement shall be submitted to the Chapter 13 Trustee by the attorney prior to the meeting of creditors.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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Debtor

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Attorney

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Debtor